

The Sydney Morning Herald.

No. 9123.—VOL. LVI.

MONDAY, AUGUST 19, 1867.

PRICE THREEPENCE.

THE UNDERSIGNED, having been appointed Agents for the SALE of "WHITSON'S AUCKLAND ALES," are prepared to execute orders for private families and hotel keepers. This superior beverage can be imported in either kegs, half-barrels, barrels, or hogsheads.

LAIDLAY, IRELAND, and CO., Lloyd's-chambers.

ADELAIDE FLOUR AND WHEAT.—At current rates

W. DUFFIELD and CO.

JOHN HART and CO.

JOHN DUNN and CO.

GILES and SMITH'S Superfine Fine and Household.

Also,

ADELAIDE WHEAT always on SALE by BELSBY and SCOTT, Pitt-street.

JOSEPH WEARNE, Anchor Flour Mills, foot of Bathurst-street, Sydney.

Superfine Flour, Seconds; kilo-dried Corn Flour, &c., &c.

The best and cheapest in Sydney.

SILK-DRESSED FINE FLOUR, 12s. bags included.

PEMELL'S Mills, Parramatta-street, Sydney.

CORN, CORN.—Prime samples on SALE, in any quantity. W. SHORT, Stores, Victoria Wharf.

H A R T'SADELAIDE FLOUR, E. H. BEAUCHAMP.

D U N N'SADELAIDE FLOUR, H. H. BEAUCHAMP.

BUTTERWORTH'SADELAIDE FLOUR, H. H. BEAUCHAMP.

C H I L I A N F L O U R, H. H. BEAUCHAMP.

A D E L A I D E W H E A T, H. H. BEAUCHAMP.

S A R S A P A R I L L A, LOBSTER, OYSTERS, H. H. BEAUCHAMP.

M U N T Z'S Yellow METAL, 16 oz. upwards; also Rods and Nails, assorted.

H. H. BEAUCHAMP.

SOFT SOAP, tar, navy oakum, cotton waste, boiled and raw oil, colas oil, turpentine, bright varnish, red lead, white lead, Peacock's paint, putty, glass, colours, Manta's metal, for SAWING, &c., &c.

H. H. BEAUCHAMP.

L A U N C E S T O N W H E A T—1600 Bushels, ex Farnley, H. H. BEAUCHAMP.

N O T I C E to Consignees of MAIZE, ex Schoolboy, cargo now landing at Baltic Wharf.

A B L I O N W H A R T' S M I R R O R YARD.—All sorts of hardwood, cedar, pine, sashes, &c., at reduced rates.

D O O R S, Sashes, Casements, Mouldings, Architectures, Shiring, &c., on hand and made to order. GOODLET and SMITH.

G A L V A N I Z E D I R O N, Guttering, Bidding, Slaters, Cement, Wire Nails, Sheet Zinc, Lead, &c., GOODLET and SMITH.

R A I N P I P E S—3 inch, 31 per foot; 4 inch, 41. 6 per foot; 5 inch, 33, and 12 inch 23 per foot.

P A V I N G T I L E S 6d per foot; fire bricks, fire clay, &c.

C H I M N E Y P O T S, octagon, 3d per foot.

G O O D L E T and SMITH, Surrey Hills Pottery, 14 Erskine-street, and 7, Parramatta-street.

E A S T L O N D O N P L A S T E R O F P A R I S, and Kene's Patent White CEMENT. W. Patten, 342, Pitt-street.

L A U N C E S T O N W H E A T.—1600 Bushels, ex Farnley, H. H. BEAUCHAMP.

N O T I C E to Consignees of MAIZE, ex Schoolboy, cargo now landing at Baltic Wharf.

A B L I O N W H A R T' S M I R R O R YARD.—All sorts of

hardwood, cedar, pine, sashes, &c., at reduced rates.

D O O R S, Sashes, Casements, Mouldings, Architectures, Shiring, &c., on hand and made to order. GOODLET and SMITH.

G A L V A N I Z E D I R O N, Guttering, Bidding, Slaters, Cement, Wire Nails, Sheet Zinc, Lead, &c., GOODLET and SMITH.

R A I N P I P E S—3 inch, 31 per foot; 4 inch, 41. 6 per foot; 5 inch, 33, and 12 inch 23 per foot.

P A V I N G T I L E S 6d per foot; fire bricks, fire clay, &c.

C H I M N E Y P O T S, octagon, 3d per foot.

G O O D L E T and SMITH, Surrey Hills Pottery, 14 Erskine-street, and 7, Parramatta-street.

E A S T L O N D O N P L A S T E R O F P A R I S, and Kene's Patent White CEMENT. W. Patten, 342, Pitt-street.

L A U N C E S T O N W H E A T.—1600 Bushels, ex Farnley, H. H. BEAUCHAMP.

N O T I C E to Consignees of MAIZE, ex Schoolboy, cargo now landing at Baltic Wharf.

A B L I O N W H A R T' S M I R R O R YARD.—All sorts of

hardwood, cedar, pine, sashes, &c., at reduced rates.

D O O R S, Sashes, Casements, Mouldings, Architectures, Shiring, &c., on hand and made to order. GOODLET and SMITH.

G A L V A N I Z E D I R O N, Guttering, Bidding, Slaters, Cement, Wire Nails, Sheet Zinc, Lead, &c., GOODLET and SMITH.

R A I N P I P E S—3 inch, 31 per foot; 4 inch, 41. 6 per foot; 5 inch, 33, and 12 inch 23 per foot.

P A V I N G T I L E S 6d per foot; fire bricks, fire clay, &c.

C H I M N E Y P O T S, octagon, 3d per foot.

G O O D L E T and SMITH, Surrey Hills Pottery, 14 Erskine-street, and 7, Parramatta-street.

E A S T L O N D O N P L A S T E R O F P A R I S, and Kene's Patent White CEMENT. W. Patten, 342, Pitt-street.

L A U N C E S T O N W H E A T.—1600 Bushels, ex Farnley, H. H. BEAUCHAMP.

N O T I C E to Consignees of MAIZE, ex Schoolboy, cargo now landing at Baltic Wharf.

A B L I O N W H A R T' S M I R R O R YARD.—All sorts of

hardwood, cedar, pine, sashes, &c., at reduced rates.

D O O R S, Sashes, Casements, Mouldings, Architectures, Shiring, &c., on hand and made to order. GOODLET and SMITH.

G A L V A N I Z E D I R O N, Guttering, Bidding, Slaters, Cement, Wire Nails, Sheet Zinc, Lead, &c., GOODLET and SMITH.

R A I N P I P E S—3 inch, 31 per foot; 4 inch, 41. 6 per foot; 5 inch, 33, and 12 inch 23 per foot.

P A V I N G T I L E S 6d per foot; fire bricks, fire clay, &c.

C H I M N E Y P O T S, octagon, 3d per foot.

G O O D L E T and SMITH, Surrey Hills Pottery, 14 Erskine-street, and 7, Parramatta-street.

E A S T L O N D O N P L A S T E R O F P A R I S, and Kene's Patent White CEMENT. W. Patten, 342, Pitt-street.

L A U N C E S T O N W H E A T.—1600 Bushels, ex Farnley, H. H. BEAUCHAMP.

N O T I C E to Consignees of MAIZE, ex Schoolboy, cargo now landing at Baltic Wharf.

A B L I O N W H A R T' S M I R R O R YARD.—All sorts of

hardwood, cedar, pine, sashes, &c., at reduced rates.

D O O R S, Sashes, Casements, Mouldings, Architectures, Shiring, &c., on hand and made to order. GOODLET and SMITH.

G A L V A N I Z E D I R O N, Guttering, Bidding, Slaters, Cement, Wire Nails, Sheet Zinc, Lead, &c., GOODLET and SMITH.

R A I N P I P E S—3 inch, 31 per foot; 4 inch, 41. 6 per foot; 5 inch, 33, and 12 inch 23 per foot.

P A V I N G T I L E S 6d per foot; fire bricks, fire clay, &c.

C H I M N E Y P O T S, octagon, 3d per foot.

G O O D L E T and SMITH, Surrey Hills Pottery, 14 Erskine-street, and 7, Parramatta-street.

E A S T L O N D O N P L A S T E R O F P A R I S, and Kene's Patent White CEMENT. W. Patten, 342, Pitt-street.

L A U N C E S T O N W H E A T.—1600 Bushels, ex Farnley, H. H. BEAUCHAMP.

N O T I C E to Consignees of MAIZE, ex Schoolboy, cargo now landing at Baltic Wharf.

A B L I O N W H A R T' S M I R R O R YARD.—All sorts of

hardwood, cedar, pine, sashes, &c., at reduced rates.

D O O R S, Sashes, Casements, Mouldings, Architectures, Shiring, &c., on hand and made to order. GOODLET and SMITH.

G A L V A N I Z E D I R O N, Guttering, Bidding, Slaters, Cement, Wire Nails, Sheet Zinc, Lead, &c., GOODLET and SMITH.

R A I N P I P E S—3 inch, 31 per foot; 4 inch, 41. 6 per foot; 5 inch, 33, and 12 inch 23 per foot.

P A V I N G T I L E S 6d per foot; fire bricks, fire clay, &c.

C H I M N E Y P O T S, octagon, 3d per foot.

G O O D L E T and SMITH, Surrey Hills Pottery, 14 Erskine-street, and 7, Parramatta-street.

E A S T L O N D O N P L A S T E R O F P A R I S, and Kene's Patent White CEMENT. W. Patten, 342, Pitt-street.

L A U N C E S T O N W H E A T.—1600 Bushels, ex Farnley, H. H. BEAUCHAMP.

N O T I C E to Consignees of MAIZE, ex Schoolboy, cargo now landing at Baltic Wharf.

A B L I O N W H A R T' S M I R R O R YARD.—All sorts of

hardwood, cedar, pine, sashes, &c., at reduced rates.

D O O R S, Sashes, Casements, Mouldings, Architectures, Shiring, &c., on hand and made to order. GOODLET and SMITH.

G A L V A N I Z E D I R O N, Guttering, Bidding, Slaters, Cement, Wire Nails, Sheet Zinc, Lead, &c., GOODLET and SMITH.

R A I N P I P E S—3 inch, 31 per foot; 4 inch, 41. 6 per foot; 5 inch, 33, and 12 inch 23 per foot.

P A V I N G T I L E S 6d per foot; fire bricks, fire clay, &c.

C H I M N E Y P O T S, octagon, 3d per foot.

G O O D L E T and SMITH, Surrey Hills Pottery, 14 Erskine-street, and 7, Parramatta-street.

E A S T L O N D O N P L A S T E R O F P A R I S, and Kene's Patent White CEMENT. W. Patten, 342, Pitt-street.

L A U N C E S T O N W H E A T.—1600 Bushels, ex Farnley, H. H. BEAUCHAMP.

N O T I C E to Consignees of MAIZE, ex Schoolboy, cargo now landing at Baltic Wharf.

A B L I O N W H A R T' S M I R R O R YARD.—All sorts of

hardwood, cedar, pine, sashes, &c., at reduced rates.

D O O R S, Sashes, Casements, Mouldings, Architectures, Shiring, &c., on hand and made to order. GOODLET and SMITH.

G A L V A N I Z E D I R O N, Guttering, Bidding, Slaters, Cement, Wire Nails, Sheet Zinc, Lead, &c., GOODLET and SMITH.

R A I N P I P E S—3 inch, 31 per foot; 4 inch, 41. 6 per foot; 5 inch, 33, and 12 inch 23 per foot.

P A V I N G T I L E S 6d per foot; fire bricks, fire clay, &c.

C H I M N E Y P O T S, octagon, 3d per foot.

G O O D L E T and SMITH, Surrey Hills Pottery, 14 Erskine-street, and 7, Parramatta-street.

E A S T L O N D O N P L A S T E R O F P A R I S, and Kene's Patent White CEMENT. W. Patten, 342, Pitt-street.

L A U N C E S T O N W H E A T.—1600 Bushels, ex Farnley, H. H. BEAUCHAMP.

N O T I C E to Consignees of MAIZE, ex Schoolboy, cargo now landing at Baltic Wharf.

A B L I O N W H A R T' S M I R R O R YARD.—All sorts of

hardwood, cedar, pine, sashes, &c., at reduced rates.

D O O R S, Sashes, Casements, Mouldings, Architectures, Shiring, &c., on hand and made to order. GOODLET and SMITH.

G A L V A N I Z E D I R O N, Guttering, Bidding, Slaters, Cement, Wire Nails, Sheet Zinc, Lead, &c., GOODLET and SMITH.

R A I N P I P E S—3 inch, 31 per foot; 4 inch, 41. 6 per foot; 5 inch, 33, and 12 inch 23 per foot.

THE LAND.

(From the Sydney Mail, August 17.)

AGRICULTURAL education is a subject that fairly appeals to be considered by Agricultural Societies. It is a subject that should have the attention of a central society especially, whose duty where the whole country is under one system would be easy enough. Its influence would require only to be used with the Educational Board to frame another rule, by which the children of parents desiring it should receive special instruction of a theoretical and rudimentary kind, in those branches of science or art which bear upon the cultivation of the land and the care of animals. Supposing no book to exist suitable to this colony—for England there are plenty—the offer of a prize would soon produce one, or such a book might be produced without any prize at all. To show boys the why and the therefore for all that happens around them, is to render them much more capable of dealing with natural elements when they leave the school-house. They grow up intelligent workmen, and are not left to the hazard of the rule of thumb. An elementary class-book of this kind would embrace information such as the following:—The formation of soils from the disintegration of rocks; the composition of soils; the physiological structure of the plant, its alimentary system, its mode of getting food, the mode in which the air and rain, and dew, and soil minister to its need; the principal plants cultivated by man for food, or for manufacture; their seeds, the circumstances favourable to their germination and growth; the gathering and preparation of the seed fruit, juice, or fibre; and so on, together with similar simple details relative to the organisation and treatment of such members of the animal kingdom as man tames for his use.

When the force of such reasoning has had the proper effect upon the Board of Education, and elementary instruction given in all cases where it may be required, the central or local society can use its influence to promote attention to those branches of study which they think will prove of service to the children by the offer of prizes, the establishment of scholarships, and the like. We conceive that very valuable results would be likely to follow the adoption of such a system; and there can be no doubt about the concurrence of the Board of Education in a plan that might afford a useful stimulus to training of so practical a nature. Were there a central society it would be well to try the feasibility of this suggestion at once; but we must await the upshot of the conference which is to take place at the great meeting of the West Maitland Society when the Duke of Edinburgh shall have arrived.

What is known as the Cumberland disease is as much a mystery as it was. It is spreading very rapidly, and is said to be changing its character much as the cattle plague is in England. Where a disinfectant is wanted the value of chloride of lime should always be remembered. In England it has been used cautiously to neutralise or ward off the virus of the cattle plague with great effect. A farmer surrounded by this infectious disorder kept it at bay by placing his large and valuable herd of cows in an atmosphere of this disinfectant, so to speak. They were washed over with a weak solution of it every morning; jars of it were kept standing behind the stalls; the feeding troughs and stalls were sluiced out with it daily; and every cow was tarred just above the nostrils. The famous Gunter herd, in a deeply-infested neighbourhood, were preserved by much the same means. Chloride of lime was used liberally, but the owner's main reliance was on the very strictest observance of the isolation principle. The *Duchess* (such is the blood strain of this herd) and the rest of the cattle were divided into several lots of two each, and placed in small sheds all over the six-hundred acre occupation; the yards attached to these sheds were netted round the bottom, so as to keep out dogs, hares, rabbits, and other "travellers." The herdsman and his assistants never went near any other cattle or person engaged about cattle on any pretence whatever. Mr. H. H. Dixon, in a paper contributed by him to the "Journal of the Royal Agricultural Society of England," says:—

"The Warlaby herd were in nearly as great peril, and had an equally happy escape. For six months the plague was within $\frac{1}{2}$ mile of them, and nearly 200 beasts went down either by disease or pole-axe. The last outbreak was within 400 yards of the farm buildings, and the fate of this green herd seemed to tremble in the balance. Vaccination and Macdonald's vaccine were freely used, but Mr. T. J. B. Burchell, Mr. Christopher, and Mr. W. Woodland, at several points of the farmed area, these fires were carefully looked to the last thing at night and the very first thing in the morning, and might have been smelt down wind for a couple of miles. So much for successful preventives—*quoniam relevant*."

Chlorine gas was quite in fashion in Cheshire, and as farmers were very "jealous" of contagion, every rural policeman carried, at the suggestion of Professor Stone, a wooden kit with him, as well as a waterproof bag for disinfesting his dress. "The kit had four compartments for bottles of muriatic acid, chloride of potash, Stockholm tar, and soap and sundries. The two former generate chlorine gas by contact, and a few drops of the tar poured upon some hot cinders will disinfect boots or cloths when suspended over it. The inspection dress is made of strong calico, and fashioned like a driver's, and is fumigated and made ready for the next visit by putting it into the bag along with a perforated box, in which chlorine gas has been generated and retained on pumice stone."

Another extensive herdsman is reported to have preserved his cattle, in the midst of contagious influence, first by vaccinating them, and then by the use of hyposulphite of soda. The latter was used mixed with the water for four or five months, in quantities commencing with 3 lbs., and going on to 5 lbs. per 100 gallons of water. Chlorine gas was used night and day in the sheds. Sawdust was substituted for straw, in consequence of its absorbing the forces better, and being more easily removed. Some good is said also to have been effected by means of chloroform—for full grown beasts one ounce at a time, for calves a quarter of an ounce. A saturated handkerchief was simply put in a bag, which was hung close under the nostrils, and tied by a string behind the poll. Five to seven minutes was generally sufficient to produce insensibility, and the cattle were kept under the influence for periods of from half-an-hour to two hours. Seven or eight doses upon the average were generally found sufficient to effect a cure. Mr. Dixon writes:—

"Signed in our presence, who, in the presence of each other, have bawnto set our hands as witnesses,
Peter Young,
William Sheaffe, and
Robert K. Simpson.
mark.
Witness—W. Shakes."

Now, as to these ten acres it was contended:—

"First, that Mary Woodland and Captain Sheaffe had no right to sell or transfer any estate or interest in the $\frac{1}{2}$ acre to the said Patrick McGaughan; nor to consent to the subsequent transfers to Warrington and to the plaintiff; and, secondly, that if the will had been duly executed and proved, and the personal estate suffi-

cient for the payment of the testator's debts, the above-mentioned transfers and the said consents were against the law, and to the said ten acres. Of course, this contention compels us to consider the law, and as to the position of an executor or administrator in respect of the plaintiff's equity title to this property, as coming originally from an executor *de seors et testis*, and, finally, the special circumstances of this case.

The second answer to Mr. Gordon's argument is, that the Court never sets aside *bona fide* sales or contracts which would be admitted to be valid in a Court of Equity if *de seors et testis* when relating to a deceased, merely for want of such expensive sanction as a decree, merely for want of such expenses, to give effect to the plaintiff's equity.

"The general rule is that contracts with an executor *de seors et testis* will bind the right-holders, and shall alter the property; and that the reason is, because the creditors are not bound to seek further than the executors as executors." And in the judgment of the Court of Queen's Bench, delivered by Lord Campbell in the more recent case of *James H. H. Dixon v. Woodland* (1853), the law was similarly laid down that "when the executors *de seors et testis* are really acting as executors, and the party with whom he has his fair reason for supposing the executors to act so much, his acts shall bind the legal executrix and the heirs-at-law." In this case, however, the Court distinctly held that their decision was not to imply that "as against a person who becomes the legal representative of a person deceased, every payment from the assets of the deceased shall be valid, if made by a person who is to render himself liable to the property of the deceased." Upon this authority, therefore, it is clear that, if late J. Woodland had held these 10 acres for a period of 59 years or chancery interest I could not have held it as an interest in according decreasing to the prayer of the plaintiff, and in the documentary evidence with the proof of right, however, according to these documents, are ample sufficient for the plaintiff's equity under the other circumstances of the case.

"It may be as well to mention that the position of an *executor de seors et testis* not to be considered as established by a single act of inference, and therefore contradicted by the case of *In re James Moyer and Charlotte Moyer deceased*, June 29th, 1860); and that all the authorities on this subject seem recently to have been carefully examined and considered by C. Wood in the case of *Hill v. Curtis* (1856)."

With regard to the question whether these few acres were sold to McGaughan in 1850, *bona fide*, and for the payment of debts, I am quite satisfied with the evidence of the memorandum dated 19th February, 1860—written on the back of the will—certifying that the sale of these ten acres was made to the plaintiff for the debts and funeral expenses of the late James Woodland." signed William Sheaffe and Mary Woodland; confirmed this document is by Tigley's evidence to the inability of the executors and executrix to discharge the debts or to satisfy creditors of James Woodland without resorting to his personalty.

The colonial laws as to real estate in the hands of executors are clearly set forth during the arguments on this case; and it will be seen that the court of probate depends upon the construction and effect of the Imperial Statute 54 Geo. 3, cap. 16, 1813, intituled "An Act for the more easy recovery of debt in His Majesty's colony of New South Wales, which follows the terms of the previous statute, 2nd Geo. 3, 1703, referred to in Williams' Executors, 154, extracted below the word "debt".

The 4th section of this statute is set forth correctly at p. 249 of the S. C. Practice (1843) is that "from and after the year 1814, the houses, lands, and other hereditaments and real estates, within this colony belonging to any person deceased, and to and charged with any debts due and demandable, and to be satisfied out of such person's personalty, shall be assets for the satisfaction thereof in like manner as real estates are by the law of England liable to the satisfaction of debts due by other or other specially and shall be subject to the like remedies, proceedings, and execution, and to all other legal and equitable powers and remedies as are now or hereafter by law or usage of the land or of the colony allowed or permitted to be used in England in respect of such debts, duties, demands, and debts, due and payable, or due or payable or for the satisfaction of debts due and satisfied."

The effect of the West Indian statute on debtors' real estates came before Sir Thomas Plumer, the Master of the Rolls, in the case of *Thompson v. Grant*, 4 Russ. 5406 (1823); and it was held that by this statute the real estate was converted with respect to the payment of debts into personal assets; and such was held to be the exact meaning of the words "debt" and "deceased" in the will, and all respects to be administered as such." These words of Sir Thomas Plumer are adopted without hesitation, as a part of the text of Williams' Executors, p. 155, the edition 1856. The corresponding statute in England is as follows:—As to debts due and payable, or due or payable or for the satisfaction of debts due and satisfied, the same shall be assets for the satisfaction thereof in like manner as real estates are by the law of England liable to the satisfaction of debts due by other or other specially and shall be subject to the like remedies, proceedings, and execution, and to all other legal and equitable powers and remedies as are now or hereafter by law or usage of the land or of the colony allowed or permitted to be used in England in respect of such debts, duties, demands, and debts, due and payable, or due or payable or for the satisfaction of debts due and satisfied."

The 27th section of this statute was to give the same power to the commissioners real estate in the hands of deceased persons purchased from the Crown by late J. Woodland, April 1848. The bill also provides for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

LAW.

SUPREME COURT.

ROSE V. WOODLAND.

The following is the judgment in this case, delivered by the JUDGES IN EQUITY, on Friday last:—

William Rose, the plaintiff in this case, by his bill that the defendant, James Woodland, the eldest son and heir-at-law of the late James Woodland, of Dapto, who died October, 1848, and the three infant defendants, Mary, Christopher, and Edward Woodland, the children of the said James Woodland, may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

LAW.

SUPREME COURT.

ROSE V. WOODLAND.

The following is the judgment in this case, delivered by the JUDGES IN EQUITY, on Friday last:

William Rose, the plaintiff in this case, by his bill that the defendant, James Woodland, the eldest son and heir-at-law of the late James Woodland, of Dapto, who died October, 1848, and the three infant defendants, Mary, Christopher, and Edward Woodland, the children of the said James Woodland, may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,' may be restrained by the injunction of this Court from further proceeding with an action of ejectment brought by them for the recovery of the possession of thirty acres and of ten acres of freehold and holding several parts of a farm of sixty acres purchased from the Crown by late J. Woodland in April, 1848. The bill also prays for a legal conversion of the said thirty acres and ten acres respectively from the defendants or for a vesting order.

With regard to the plaintiff's title, it appears that, before the plaintiff's own evidence as to the purchase having been given, and before the joint account of the plaintiff and defendant, as given in the bill, it was agreed, dated Sept. 1, 1848: "This is to certify that I, the undersigned, have in writing, signed by the late James Woodland, sold Mr. William Rose, of Dapto, 'thirty acres of land, being the half of a状地 purchased by me from Government, and situated in Dapto, and containing in the said状地 the said James Woodland,'

TELEGRAPHIC MESSAGES.

[FROM OUR CORRESPONDENTS.]

MELBOURNE.

SATURDAY, 6 P.M.

It is rumoured that the Banks have brought some influence to bear on the Upper House, to induce that Chamber to pass the Appropriation Bill under protest, as a quarter of a million sterling is locked up which affects the banking corporations.

Bryass's sic is quoted at 84. 5d.

ARRIVED.—Lincolnshire, from London.

ADELAIDE.

SATURDAY, 4 P.M.

The funeral of Dr. Bayer was attended by between 500 and 600 persons, the procession of carriages being nearly one mile long; the shops were all shut, and the town may be said to have been literally in mourning.

A discussion took place in the Assembly yesterday as to the removal of the troops from the town, in consequence of the asserted increase of immorality.

There is no improvement in general business. The corn market is unaltered—no transactions.

CONSECRATION OF THE PRIVATE CEMETERY BELONGING TO THE MEMBERS OF THE JEWISH SYNAGOGUE, MACQUARIE-STREET.

A SPECIAL train, conveying upwards of one hundred and fifty ladies and gentlemen, chiefly of the Hebrew faith, left the Sydney station at 3.30 p.m. yesterday for Haselden Creek, for the purpose above mentioned. Upon arrival at the cemetery, a solemn service was conducted by the Rev. A. B. Davy, and the Ark of the Covenant was removed. The Rev. Solomon Phillips in chanting the following Psalms—6th, 30th, 36th, 39th, 55th, 8th, 9th, 10th, 16th, 103rd, as also the subjunctive letters from Psalm 119—“Be,” “Sche,” “Van,” “Hamed,” “Van,” “Meu,” “Kup,” “A” “Leib,” “A” “Leib.”

An appropriate Hebrew prayer, a translation of which we append, was then impressively uttered by the Rev. Mr. Phillips.

We hear thee, O Lord, our God, and the God of our fathers, Eternal Lord! and everlast, and we thank Thee for all thy people, the nation of Israel, who stand before Thee this day, on the holy ground, to thank and give praise to Thee for all the temporal and the benefice which Thou hast conferred upon us.

Oh, Lord God of Israel, listen to the voice of thy people, incline Thy ears from on high and hear us to the supplication of thy servant, who stand before Thee this day, who approacheth the gates of thy creatures.

Oh, good and merciful God, look down from Thy holy dwelling place, even from the heavens above, and all the angels of thy presence, and the dwellers in them, and grant unto us thy blessed life, peace, enlargement, deliverance, prosperity, the blessing of salvation, consolation, maintenance, and increase, and the like of these, and the like of these, in the eyes of all who behold us; remove from us pestilence, the sword, evil, captivity, destruction, and the imagination of evil; and deliver us from the power of the Devil, from the curse of availing themselves of the special gifts, and the greatest instances of those for whom it was particularly provided, but who kindly afforded them a gratuitous passage to fro.

sample of the founder of our race and religion, even of the first patriarch Abraham, when he sought to bury his dead out of his sight. And here, brethren, thousands of years after Almighty God had adopted our first ancestor as his son, and given him the promise of their salvation in place. Here, on a continent, at the time of which we speak, had not even the light of day, have the heads of this congregation refused to accept a gift that place which has this day been rendered, yea, and which shall yet increase, but have purchased unto themselves or possession? The heads of this congregation and salvation which humanity can bestow upon the shrine which once contained a spirit and a living soul, will be readily yielded. And may God, in his infinite mercy, grant that at the last dread day those who lie here shall be deemed worthy to stand in the judgment-seat in the case of the field of Machpelah and be received in due with him and then in joy set life immortal! Amen.

The whole congregation having united in chanting the *Adorem Oculos*, a solemn hymn invariably sung at the time that a member of the Hebrew faith is dying, returned to Sydney much impressed with the sacred nature of the ceremony which they had witnessed.

The accompanying translation of the hymn above referred to will do well to welcome to our reader:—

Known O wise.

Universal Lord! who the sceptre swayed;

Even creation's boundless forms were formed;

What art thou? who didst all things make?

The King, Almighty, was His name professed!

When all shall cease, and this world's system's over,

Thine shall be the kingdom, and the dominion.

Who was, who is, and who will evermore.

In most religious glory still remain.

Without division or asundering, shall compare,

Without command or date or final year—

Omnipotence is His, and regal state.

He is the King, the Lord, the King of Kings.

My anointing rock in a distressed hour,

My refuge, my standard and protector,

My shield, my buckler, my power.

Into His hands my spirit I consign;

Whilst wrap in sleep, and when again I wake;

And when I wake, let me not call me back.

The Lord with me, no fear my soul shall shake.

This cemetery is not part of the Government grant, but is a block of four and a quarter acres in the township of St. Joseph, adjoining the Necropolis, and immediately opposite to the latter. It is bounded on three sides by the Macquarie-street Synagogue (Messrs. L. Levy and J. G. Raphael), and by them generally presented to its members. We are informed that the Government are about erecting a platform immediately opposite the gates, and that a handsome mound will be completed upon the ground within six weeks from this date.

Owing to the almost unprecedented fact of there being no funerals yesterday, a number of intending visitors to Haselden Creek were disappointed in their wishes to proceed to the burial, but in order to meet the feelings of those desirous of availing themselves of the special gift, the greatest instance of those for whom it was particularly provided, was then impressively uttered by the Rev. Mr. Phillips.

We hear thee, O Lord, our God, and the God of our fathers,

Eternal Lord! and everlast, and we thank Thee for all thy people, the nation of Israel, who stand before Thee this day, on the holy ground, to thank and give praise to Thee for all the temporal and the benefice which Thou hast conferred upon us.

Oh, Lord God of Israel, listen to the voice of thy people, incline Thy ears from on high and hear us to the supplication of thy servant, who stand before Thee this day, who approacheth the gates of thy creatures.

Oh, good and merciful God, look down from Thy holy dwelling place, even from the heavens above, and all the angels of thy presence, and the dwellers in them, and grant unto us thy blessed life, peace, enlargement, deliverance, prosperity, the blessing of salvation, consolation, maintenance, and increase, and the like of these, and the like of these, in the eyes of all who behold us; remove from us pestilence, the sword, evil, captivity, destruction, and the imagination of evil; and deliver us from the power of the Devil, from the curse of availing themselves of the special gifts, and the greatest instances of those for whom it was particularly provided, but who kindly afforded them a gratuitous passage to fro.

The late accident at the heads.

Issue of Pilot Wrecks.

The City Council commenced an inquiry on Saturday, at the Observer Tavern, George-street North, respecting the death of a man whose body was found on Friday morning on Store Beach, near the Quarantine Station. From what transpired at the inquiry, there is every reason to believe that the deceased was a pilot. John Reeder, who had been born at Balmain on the 15th of March, 1838, and had been a sailor for two years, had been a pilot since 1856. The body is so much decomposed, and so mummified, that it is impossible for any one to identify it from its appearance.

The shirt collar, however, which was found round the neck bears marks corresponding to those other shirts in possession of the deceased. Several other articles, including a watch and chain, a small pocket knife, and a penknife, were found.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was

carried to the shore, and laid out in the water.

The body was found floating in the water, and was</p

